

EXHIBIT A

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

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<p>1 I N D E X 2 Exhibit 18 - E-mail string top e-mail being 3 12-22-14 Barkat e-mail to Thomas, 4 Amar Ali 194 5 Exhibit 29 - 10-30-15 bradp e-mail to Amar Ali, 6 barkat1950 213 7 Exhibit 31 - 6-15-18 Imperial/Prendergast e-mail 8 to A-Z Wholesalers, Inc. 228 9 Exhibit 32 - 5-31-18 A/R Aged Trial Balance by 10 Chain Number 227 11 Exhibit 33 - 3-15-19 Zazulak e-mail to Amar Ali 231 12 Exhibit 34 - Declaration of Sandy Zazulak 248 13 Exhibit 38 - Defendants' First Amended Answer 14 To Plaintiff's Original Complaint 266 15 Exhibit 39 - Subpoena to Testify at a Deposition 16 in a Civil Action To: Amar Ali 65 17 Exhibit 40 - Plaintiff's First Set of Discovery 18 Requests to Defendant A-Z 142 19 Wholesalers, Inc. 20 21 22 23 24 25</p>	<p>5 1 All parties please state their agreement 2 on the record at this time. 3 MS. FINGER: My name is Anna Finger, at 4 Locke Lord, and I represent the plaintiff, Harrison, 5 in this law -- in this deposition. 6 MR. HOLMAN: Good morning. My name is 7 Guy Holman with the law firm of Joyce Lindauer. I 8 represent the defendant and Amar Ali, in his 9 individual capacity and corporate capacity. 10 MR. UNIS: Joe Unis is also on the line 11 for plaintiff, Harrison. 12 THE REPORTER: I think we lost the 13 witness. 14 Can you hear me, Mr. Ali? 15 THE WITNESS: Yes, ma'am. 16 AMAR ALI, 17 having been first duly sworn, testified as follows: 18 EXAMINATION 19 BY MS. FINGER: 20 Q. Mr. Ali, can you please state your full name 21 for the record? 22 A. My name is Amar Barkat Ali. 23 Q. Mr. Ali, my name is Anna Finger and I 24 represent Harrison in this lawsuit and in this 25 deposition today, and moving forward, if I refer to</p>
<p>1 P R O C E E D I N G S 2 THE VIDEOGRAPHER: Going on the record; 3 the time is 10:14 a.m. Today is Thursday, January 4 7th, 2021. This is the beginning of the 5 videoconference deposition of Amar Ali, individually 6 and as corporate rep of A-Z Wholesalers, Incorporated 7 in the case styled Harrison Company, LLC versus A-Z 8 Wholesalers, Incorporated, et al. 9 This deposition is taking place at 616 10 Clariden Ranch Road, Southlake, Texas, 76092. 11 The court reporter is Kim Dickman. We're 12 with Dickman Davenport, 4228 North Central Expressway, 13 Suite 101, in Dallas, Texas. 14 The reporter will now make a brief 15 statement for the record and ask that all parties make 16 their appearances with their agreements, after which 17 she may swear in the witness. 18 THE REPORTER: My name is Kim Dickman, 19 Texas Certified Shorthand Reporter Number 2181. This 20 deposition is being held via videoconferencing 21 equipment. The witness and the reporter are not in 22 the same room. The witness has been sworn in remotely 23 pursuant to agreement of all parties. 24 The parties stipulate that the testimony 25 is being given as if the witness was sworn in person.</p>	<p>6 1 Harrison, will you understand that I'm referring to 2 the plaintiff in this case, Harrison Company, LLC? 3 A. Yes. 4 Q. You are here to testify today on behalf of 5 yourself individually as well as the defendant in this 6 case, A-Z Wholesalers, Incorporated; is that right? 7 A. Yes. 8 Q. So moving forward, if I say A-Z in my 9 questions, will you understand that I'm referring to 10 the defendant A-Z Wholesalers, Incorporated? 11 A. Yes. 12 Q. Your lawyer is here, Mr. Ali; is that right? 13 A. Correct. 14 Q. Have you ever been deposed before? 15 A. Yes, I have. 16 Q. How many times? 17 A. It's hard to remember if I was being deposed 18 or if I attended a deposition, but probably a couple 19 of times as a person being deposed. 20 Q. And in those depositions that you were being 21 deposed, were you a fact witness or a party to those 22 lawsuits? 23 A. I believe I was in one of them a corporate 24 representative for a party in the lawsuit and in the 25 other I was a fact witness as an attorney for one of</p>

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<p>1 A. It terminated -- let me look here on my notes 2 real quick. 3 It -- it was terminated sometime in 2015. 4 The last -- the last purchase from Harrison was on 5 March 31st, 2015 and any balance that was owed by A-Z 6 Wholesalers, Inc. to Harrison Company, LLC should have 7 been paid off somewhere around June of 2015. 8 Q. You broke up a little bit there when you gave 9 the date. I heard -- you gave a specific date in 10 March. Could you just repeat that, please? 11 A. Yeah, I believe the last purchase that A-Z 12 Wholesalers, Inc., the defendant, made from Harrison 13 Company, I believe was March 31st, 2015, and any 14 balance that was owed as a result of any purchases 15 made between March 11th, 2011 and March 31st, 2015 by 16 A-Z Wholesalers, Inc. from Harrison Company, LLC, that 17 balance would have been paid off by A-Z to Harrison 18 Company probably sometime around June of 2015, maybe a 19 little bit after. 20 Q. Okay. I'm going to ask you a line of 21 questions and I just want to clarify that. I want to 22 focus specifically on this credit agreement. 23 So I understand it's -- it's your 24 position that this agreement terminated in March of 25 2015 and then we're going to talk about Imperial a</p>	<p>85</p> <p>1 credit limit that was set on March 11th, 2011, but my 2 guess is based on the volume and the growth, that that 3 credit limit would have been increased. I don't 4 recall exactly what pricing Rodney gave us for the 5 various products that we were purchasing from 6 Harrison, but I can imagine that over time that those 7 prices were also renegotiated, discount, rebates, 8 marketing, you know, if we were advertising something 9 in particular that we were buying from them, you know, 10 I probably went to them and say, hey, I need 20 cents 11 off per carton for a month, for two months, on this 12 particular brand. So there were constant 13 modifications, I'm sure, regarding pricing. 14 I don't -- yeah, I'd have to look at the 15 terms and condition specifically, but this is sort of 16 a standard terms and condition that Harrison had 17 probably mostly for like its convenience store 18 customers, right, and we're a wholesaler, right, so 19 our volume is very different from a convenience store 20 versus the -- the wholesaler that -- that we are. 21 So I can imagine there being, you know, 22 oral agreements and modifications as to our return 23 policy for products that didn't sell or expired. 24 Because we weren't direct with the manufacturer for 25 the products that we were purchasing from Harrison and</p>
<p>86</p> <p>1 little later, but for now, I want to focus only on 2 Harrison's relationship with A-Z while this credit 3 agreement was in effect. Do you understand that? 4 A. I do. 5 Q. So did A-Z and Harrison ever agree to modify 6 the credit agreement? 7 A. I would have to look at the credit agreement 8 specifically, but I imagine if we were doing business 9 with them for, call it four years, that there were -- 10 there probably was a modification of that which would 11 have been a oral modification subsequent to us doing 12 business at some point. 13 Q. Do you recall any specific modification or 14 specific term that was altered between Harrison and 15 A-Z? 16 A. Sure, I can imagine a few that probably would 17 have been altered or modified. 18 Q. What are they? 19 A. I think the -- the first thing probably would 20 have been the payment terms, and I can't recall 21 exactly what we negotiated on March 11th, 2011, but my 22 guess is that as a relationship developed and deepened 23 and our volume went up with them, that our terms, our 24 payment terms were probably extended. 25 I can't recall exactly if there was a</p>	<p>88</p> <p>1 Harrison was direct with the manufacturer, we'd have 2 to return the product back to Harrison and Harrison 3 would send it back to their manufacturer, and so how 4 those credits and offsets -- the length of time, 5 right, I -- I can imagine that A-Z Wholesalers, Inc. 6 had a much longer leash from Harrison when it came to 7 returning products versus probably that a convenience 8 store that they do business with was required. So I 9 can imagine that there were probably some -- some 10 modifications to that. 11 So, you know, without going through each 12 one of these line by line, I can imagine that this 13 agreement was modified orally over the last three or 14 four years of doing business with them. 15 Q. Have you ever seen another agreement between 16 Harrison and any of its other customers? 17 A. I don't know if I have or not. I -- yeah -- 18 well, let me think here. I -- you know, I'd have to 19 check, but you mentioned Top 20 Wholesale, I think Top 20 Wholesale was at some point a customer of Harrison, 21 and so I don't know if there was another agreement 22 there or not. But, yeah, I -- I don't recall 23 necessarily. 24 Q. You don't know, though, whether Harrison used 25 the same terms and conditions with all of its</p>

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1 Q. Do you know the address? 2 A. I don't have the address memorized, but I 3 have -- I have seen the facility. I've been there. 4 Q. When did you go there? 5 A. Oh, boy. I probably went there in 2011, 6 probably in 2012, maybe again in '13. 7 Q. Why did you go there in 2011? 8 A. I believe that I -- I was invited to tour the 9 facility and the warehouse to kind of see what goes on 10 behind the curtain as they were pulling one of our 11 orders and watch that process a little bit. Also I 12 believe it was another sort of endeavor to continue to 13 court A-Z Wholesale to remain a loyal customer of 14 Harrison to see if there was ways that we could 15 purchase more product from Harrison because their 16 experience with us had been fairly good, our 17 experience with them was fairly good, and so in any 18 business relationship you're always trying to figure 19 out a way where you can do a little more together, 20 right, deep in the partnership, deep in the 21 relationship. 22 Q. You didn't receive a tutorial on Harrison's 23 accounting system when you visited the warehouse in 24 2011, did you? 25 A. Did I receive a tutor -- define what you mean	1 way, that was Barkat. 2 MR. BARKAT ALI: How are you? 3 A. And so let's say, for example, the driver 4 made a delivery of 7,000 cartons, for example. We 5 counted 7,000, it says 7,000 on the invoice, we signed 6 off on it, no damage, no nothing, driver's off. Then 7 we go through each invoice line by line, SKU by SKU to 8 make sure that if we ordered 600 Marlboro Light 9 cartons, box, that we got 600 cartons of those, right. 10 Q. (By Ms. Finger) Let me clarify, Mr. Ali. 11 I -- I don't mean to cut you off, but I believe you -- 12 you told us a little bit about how thoroughly you 13 check the invoice when you receive it. 14 What I meant by my question this time 15 more specifically was, once you've done all that and 16 you yourself have reviewed the invoice, where do you 17 take it from there? 18 A. Where do I take what from there? 19 Q. The invoice. 20 A. Like physically where does it go? 21 Q. Yes. Do you give to it A-Z's accounting 22 department or what happens next? 23 A. So once the product is received, right, which 24 is the process we went through line by line, SKU by 25 SKU, all that sort of stuff, and the product is
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1 you, then that credit agreement no longer exists. And 2 if both parties have performed, which is they 3 delivered and we paid and we paid in full the amount 4 that was owed sometime by June or July of 2015, then 5 that credit agreement and the personal guaranty signed 6 by Barkat to Harrison ceases to exist, it naturally 7 terminates. It can't be there forever because we're 8 not doing business with them anymore. 9 Q. So there was no conversation that took place 10 between anyone at A-Z and anyone at Harrison about 11 terminating the credit agreement, right? 12 A. No, that conversation would have occurred 13 with the folks over at Imperial. 14 Q. I'm talking only about the credit agreement 15 with Harrison. So there was no conversation that took 16 place about terminating this agreement, rather A-Z 17 simply ceased placing orders with Harrison; is that 18 right? 19 A. I mean, there were discussions, there were 20 e-mails, there were all sorts of stuff that we were -- 21 we were going to buy from Imperial moving forward, not 22 from Harrison. 23 Q. You had that conversation with someone at 24 Harrison? 25 A. No. I had that conversation -- well, I may	1 that's just not how it's done. 2 Q. I appreciate your strategy, Mr. Ali, but I'll 3 have to ask that you stick to answering my questions. 4 We'll have to go through this process my way, if you 5 can -- 6 A. Sure, sure. 7 Q. -- if you can do all that. 8 A. I'll be glad to go through it your way. 9 Q. I appreciate it. 10 And you just mentioned the conversation 11 with folks at Imperial. Can you tell me the names 12 again of all who participated in that conversation? 13 A. Wayne Baquet, Brad Prendergast. 14 Q. Anybody else? 15 A. I can't recall anybody else specifically that 16 we would have talked to about sort of the high level, 17 you know, relationship. 18 Q. When did you first talk to Wayne? 19 A. Whew, I don't know. Probably in that 2015 20 range, right, right around maybe that springtime. 21 Q. When was the first time you spoke to Brad 22 Prendergast? 23 A. Same time. 24 Q. How did you meet? 25 A. My guess is that Rodney would have requested
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<p>1 1, Harrison doesn't have those invoices. Those are 2 not Harrison invoices.</p> <p>3 MS. FINGER: Mr. Ali, I'm going to object 4 as nonresponsive so that we can move forward here.</p> <p>5 Q. (By Ms. Finger) I'll represent to you that 6 Harrison is not suing for payment of any specific 7 product, so my question to you is, what specific 8 products you are referring to in this discovery 9 response that you believe form the basis of Harrison's 10 lawsuit?</p> <p>11 A. So if Harrison is not suing based on any 12 particular product, then I don't really understand 13 what Harrison is suing us over, but if you're saying 14 it's over the credit agreement, then there's no money 15 owed under that credit agreement or the personal 16 guaranty. If your question --</p> <p>17 Q. If --</p> <p>18 A. Let me -- let me finish, let me answer so we 19 can move on because I think we can go -- we can go 20 around and around on this all day long and we're not 21 going to get anywhere.</p> <p>22 If you're asking me what products is 23 being referenced in this denial to RFA No. 3, the 24 products are any products because what we're saying is 25 that there are no products that A-Z purchased from</p>	<p>1 A. Yes, ma'am.</p> <p>2 Q. What other correspondence are you referring 3 to here that is also part of the agreement between A-Z 4 and Harrison?</p> <p>5 A. The e-mail communications between A-Z and 6 Harrison during the time that A-Z was doing business 7 with Harrison, the oral conversations, and how the 8 parties and the actions of the parties, right, I think 9 all of that sort of makes up the agreement, I think we 10 talked about that earlier in my testimony, about the 11 relationship between A-Z and -- and Harrison and how 12 things changed over time and they weren't in that sort 13 of confined box of the terms and conditions of the 14 credit agreement.</p> <p>15 Q. What agreements did A-Z reach with Harrison 16 via e-mail?</p> <p>17 A. I can't point to any specific ones, but I'm 18 sure there's e-mails about pricing, about credits, 19 about rebates, about damaged goods, about discounts, 20 about marketing spend, about other incentives, credit 21 terms, credit limits, payment terms, force-outs, 22 promotional products, a number of e-mails throughout 23 that four-year -- is it four-year? Yeah, four-year 24 relationship that would have comprised the entire 25 agreement between A-Z Wholesale and Harrison.</p>
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<p>1 long time.</p> <p>2 Q. So you understand that it's the</p> <p>3 responsibility of the party responding to discovery</p> <p>4 responses to answer with specificity, don't you?</p> <p>5 A. I think -- I think it's the responsibility of</p> <p>6 both parties to be as specific as they can whenever</p> <p>7 they possibly can to narrow the issues for trial,</p> <p>8 right. So in judicial efficiency purposes, let's not</p> <p>9 take up the court's time and talk about a bunch of</p> <p>10 stuff that's got nothing to do with anything and try</p> <p>11 to narrow the issues for trial, figure out where the</p> <p>12 actual dispute lies, right?</p> <p>13 And so -- so, yeah, I think that's -- I</p> <p>14 think that's good practice. I don't know if that's a</p> <p>15 rule. Like I said, I haven't responded to formal</p> <p>16 discovery in a really long time, and -- and as the</p> <p>17 client here, I think I would have supplied information</p> <p>18 or provided the associate or whoever with information</p> <p>19 that they then put into the appropriate legalese</p> <p>20 response that you see in front of you today.</p> <p>21 Q. But so you understand that it's your</p> <p>22 responsibility in responding to the discovery to point</p> <p>23 to the correspondence that you contend makes up a</p> <p>24 contractual agreement, right?</p> <p>25 A. I -- I don't know if that's my responsibility</p>	<p>1 force-outs, I mean, a number of things that all</p> <p>2 impacted their relationship and the agreement, and</p> <p>3 then ultimately we have the -- the what I -- what I</p> <p>4 would argue is the controlling contract, which is the</p> <p>5 invoices, which is why I didn't understand what you</p> <p>6 said earlier about Harrison is not suing on specific</p> <p>7 invoices, because then I'm not really sure what</p> <p>8 Harrison is suing on.</p> <p>9 Q. You understand that an invoice isn't a</p> <p>10 contract, don't you?</p> <p>11 A. No, I don't understand that. I probably</p> <p>12 wouldn't even agree with that, not in my legal</p> <p>13 capacity, but just in my like professional capacity as</p> <p>14 a business owner, if I get an invoice, that's a</p> <p>15 contract, that means goods or services were provided.</p> <p>16 Unless I dispute whether or not those goods or</p> <p>17 services provided or there's an issue with the goods</p> <p>18 and services that were provided, there's an obligation</p> <p>19 then to pay the amount unless I dispute the amount or</p> <p>20 there's issues with the invoice. I mean, that's how I</p> <p>21 believe that works.</p> <p>22 Q. If you entered into an agreement with a</p> <p>23 supplier to pay a dollar for your pen and the</p> <p>24 supplier --</p> <p>25 A. That was before lunch.</p>
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169	1 Q. It says, Imperial and A-Z entered into a 2 Modified Oral Agreement to extend terms on delinquent 3 invoices. 4 Did I read that correctly? 5 A. Yes. 6 Q. So at this point, A-Z had terminated its 7 relationship with Harrison, correct? 8 A. Yes. 9 Q. And had not yet placed its orders with 10 Imperial, right? You were still negotiating the 11 initial terms? 12 A. No. 13 Q. You had already placed an order with Imperial 14 before agreeing to the payment terms; is that what 15 you're saying? 16 A. No. What I'm -- what I'm saying is -- if 17 you're asking me on which day did the modified oral 18 agreement take place, right, I can't point you to the 19 exact date without maybe looking at some e-mails that 20 might refresh my memory, but the modified oral 21 agreement took place at a time when Imperial and A-Z 22 were doing business and no longer doing business with 23 Harrison, or at least in preparation of that, because 24 the goal was Imperial would start selling us product, 25 our payments would be made to Harrison for the open	171 1 took place that we were referring to earlier where A-Z 2 would pay more than the amount it was purchasing? 3 A. Again, I can't pinpoint you on whether or not 4 that occurred in March, whether that occurred in 5 April, whether that -- that modified oral agreement 6 occurred in June, but it did occur because Imperial 7 started shipping product, delivering product, and A-Z 8 started purchasing product from Imperial in April of 9 2015, that first week; however, our first payment to 10 Imperial for that -- for those invoices for the 11 product that was purchased and delivered by Imperial 12 to A-Z Wholesale probably did not occur until sometime 13 in June or July. And at that point, you would have 14 had eight weeks' or ten weeks' worth of business, 15 let's say even at 2 mill -- at \$200,000 a week, you're 16 at \$2 million that now A-Z owes Imperial for invoices, 17 you know, minus credits and offsets and rebates and 18 all that other stuff, right, just on invoice, right, 19 you're at \$2 million and you're -- you're at payment 20 terms that are at two months, so the agreement was 21 that let's take that \$2 million number and let's just 22 reduce that every week, which means, if you buy X, if 23 you buy \$300,000, pay more than \$300,000 that 24 following week so that number goes down, buy \$200,000, 25 pay more than \$200,000 so the overall number goes
170	1 invoices that remained. Once those open invoices were 2 fully paid off to Harrison, probably sometime in June, 3 early July of 2015, then the payments would resume or 4 would start for Imperial. 5 At that point, Imperial's invoices were 6 probably eight, ten weeks out, and so we were to pay 7 those invoices last -- first invoice -- the first 8 invoice from April 1st, pay that one first, and then 9 pay the next subsequent invoice, so on and so forth, 10 and at the same time continue to reduce the credit 11 amount that had accrued during that first eight to ten 12 weeks of doing business with Imperial and reduce that 13 amount on a weekly basis, and in exchange, Imperial 14 would continue to serve and deliver goods to A-Z 15 Wholesale. 16 Q. Looking again at this specific interrogatory, 17 why is this oral agreement not distinguished from the 18 other oral agreement you were referring to earlier 19 with Imperial? 20 A. It may not be another oral agreement. Like 21 you were saying, it's a capital -- it's capitalized, 22 right, so it refers to a specific modified oral 23 agreement. 24 Q. So in March 2015 or sometime in that time 25 frame then is your testimony when the oral agreement	172 1 down. 2 Now, that occurred and every once in a 3 while if it -- if it moved, we'd jump on the phone 4 with Wayne and Brad, I would jump on the phone with 5 Wayne and Brad and say, hey, this was a short week or 6 we got a holiday or we're only ordering once or we're 7 going to do this, so the extra \$20,000 that the -- 8 that the amount went up with Imperial this week, we'll 9 make that up next week. 10 And so, right, we had those agreements, 11 also, but this modified oral agreement I believe 12 specifically relates to the -- the initial agreement 13 that we had with Imperial and how it was modified so 14 that Harrison could get completely paid off and we 15 would have the extended terms for the delinquent 16 invoices or the past term invoices that we had with 17 Imperial, because I think if you pull up an Imperial 18 invoice, it'll say one month, but we started off with 19 terms of nearly two months or two and a half months. 20 Q. If you can turn back to page 2 of this 21 exhibit, Mr. Ali, and look at Request for Admission 22 No. 155; do you see that? 23 A. I mean, this -- this Request for Admission 24 says a little more succinctly what I was trying to say 25 over the last two or three minutes.

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1 Q. And what is your basis for that allegation?
2 A. Because the products purchased and the
3 invoices that are outstanding are due to Imperial
4 minus any offsets, credits, returns, expired goods
5 that we still have, and any other counterclaims for
6 them breaching the contract with -- that Imperial
7 breached with us, but that exists with Imperial, not
8 with Harrison. Harrison --
9 Q. I'm talking only to the dollar amount. Do
10 you dispute Harrison's accounting of the balance that
11 remains regardless of whether it was owed to Harrison
12 or Imperial?
13 A. I can't answer that question because it's not
14 owed to Harrison, so I am disputing that amount, yes.
15 Q. If Imperial filed this lawsuit, would you
16 contest the dollar amount that Harrison calculated as
17 outstanding from A-Z?
18 A. Absolutely.
19 Q. Why?
20 A. Because it doesn't count the offsets, the
21 rebates, the credits, the returns, and any
22 counterclaims that we have against Imperial, so I -- I
23 would certainly contest that amount.
24 Q. Is it your position that A-Z owes any amount
25 to Imperial?

1 A. I don't know. Until there's a proper
2 accounting done, I couldn't tell you who owes who, but
3 we've got significant damages at this point that have
4 accrued against Imperial.
5 MR. HOLMAN: I believe Imperial has
6 repudiated the debt and said the debt is owed to
7 Harrison in an affidavit.
8 MS. FINGER: Objection. Mr. Holman, I --
9 I haven't asked a question to the witness.
10 A. Objection sustained. I just sustained your
11 objection, by the way.
12 Q. (By Ms. Finger) Appreciate it.
13 A. You're welcome.
14 (Exhibit No. 32 marked.)
15 Q. (By Ms. Finger) Okay. I'm going to show you
16 what has been marked as Exhibit 32.
17 Do you see Exhibit 32 in front of you,
18 Mr. Ali?
19 A. I do. I just rotated it and trying to blow
20 it up so I can see it. Okay.
21 Q. I want to look at the individual totals for
22 each Dallas and Waco.
23 Let me back up. Have you ever seen this
24 document before, Mr. Ali?
25 A. I don't know if I recall seeing it or not.

1 Q. Did you from time to time receive trial
2 balances from Harrison or Imperial?
3 A. I don't recall if I did or did not.
4 Q. If we can take a look at the first total for
5 A-Z Wholesale Dallas, it says 1 million 363 --
6 A. Excuse me, sorry, I want to correct my
7 testimony.
8 Q. Sure.
9 A. I do recall receiving balances from Imperial.
10 I don't know if they were these trial balances, but
11 they're balances that I would receive on a weekly
12 basis that wasn't that sloppy spreadsheet that we were
13 talking about earlier.
14 Q. This one is dated May 31st, 2018; do you see
15 that?
16 A. Yes, ma'am.
17 Q. And the total for A-Z Dallas as of May 31st,
18 2018 here says 1,368,925.67; do you see that?
19 A. Yes, ma'am.
20 Q. And for Waco it says 1,038,500.42; do you see
21 that?
22 A. Yes, ma'am.
23 (Exhibit No. 31 marked.)
24 Q. (By Ms. Finger) I'm going to show you now
25 what's been marked as Exhibit 31. Do you see Exhibit

1 31 in front of you?
2 A. Yes, I do.
3 Q. And have you ever seen this document before?
4 A. Yes, I have.
5 Q. And this is a letter that A-Z received dated
6 June 15th, 2018; is that right?
7 A. Yes, ma'am.
8 Q. This was signed by Brad Prendergast at
9 Imperial; is that right?
10 A. Yes, ma'am.
11 Q. And it says, the balance due of 1,368,925.67
12 as of May 31st, 2018 is correct without the following
13 exceptions.
14 Did I read that correctly?
15 A. Yes, you did.
16 Q. And there are no exceptions written below,
17 right?
18 A. There are no exceptions written below, no.
19 Q. And that's your signature at the bottom of
20 this page, correct?
21 A. Yes.
22 Q. And by signing this, you agreed that the
23 balance owed as of May 31st, 2018 was 1,368,925.67; is
24 that right?
25 A. Well, not technically right. So the balance

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<p>1 that right?</p> <p>2 A. Yeah.</p> <p>3 Q. This was the last time that Imperial sent one</p> <p>4 of these spreadsheets to A-Z, isn't it?</p> <p>5 A. I'd have to check. I don't know if there was</p> <p>6 another spreadsheet that was sent after this.</p> <p>7 Q. Sandy says in her e-mail that the balance</p> <p>8 increased to 2,574,930.73; is that right?</p> <p>9 A. That's correct.</p> <p>10 Q. Did you ever contact anyone at Imperial or</p> <p>11 Harrison to dispute this balance that Sandy sent on</p> <p>12 March 15th, 2019?</p> <p>13 A. I don't know if I did or not because I think</p> <p>14 your firm was probably engaged soon after, and if they</p> <p>15 were represented by attorneys, it's probably not the</p> <p>16 best thing to be talking to the client without your</p> <p>17 permission, so I don't know if I did or didn't. Also</p> <p>18 I know that I was traveling, I was overseas during</p> <p>19 this time period.</p> <p>20 Q. You don't recall ever reaching out to Sandy</p> <p>21 and asking why she sent you an incorrect balance, do</p> <p>22 you?</p> <p>23 A. I don't recall reaching out to Sandy around</p> <p>24 this time frame and talking about this balance, but</p> <p>25 I'm sure I've reached out to Sandy or Wayne or Brad at</p>	<p>241</p> <p>1 Q. You said probably. How do you know that?</p> <p>2 A. I'm sorry?</p> <p>3 Q. You said probably does not include. How do</p> <p>4 you know whether or not it includes those?</p> <p>5 A. Because the balance -- because the balance</p> <p>6 they sent every week doesn't -- didn't always include</p> <p>7 all that stuff.</p> <p>8 Q. Have you done the accounting to figure out</p> <p>9 what the accurate balance was that was owed to</p> <p>10 Imperial before this lawsuit?</p> <p>11 A. Did I do that before this lawsuit?</p> <p>12 Q. The outstanding balance owed to Imperial,</p> <p>13 we'll say as of today, have you calculated that</p> <p>14 number?</p> <p>15 A. I have not.</p> <p>16 Q. So how do you know that this number is</p> <p>17 incorrect?</p> <p>18 A. Because I know because I was doing business</p> <p>19 with them and I know that that number is incorrect.</p> <p>20 Q. How?</p> <p>21 A. Well, for several reasons: Number one, it</p> <p>22 doesn't include all of the offsets and credits and</p> <p>23 damaged products and expired products that we have</p> <p>24 that they're responsible for crediting us.</p> <p>25 Q. But how do you know that? How do you know --</p>
<p>242</p> <p>1 other points to talk about the balance being</p> <p>2 incorrect.</p> <p>3 Q. I'm talking about this balance specifically.</p> <p>4 You also did not respond to either Wayne or Brad</p> <p>5 asking why this balance is incorrect, did you?</p> <p>6 A. Did they ask me if the balance was incorrect?</p> <p>7 Q. I want to know if you ever disputed this</p> <p>8 balance to Wayne or Brad when you received this</p> <p>9 e-mail?</p> <p>10 A. Rephrase your question because I'm a -- I'm a</p> <p>11 little confused. Again, just want to make sure.</p> <p>12 Around March 15th, 2019, I was overseas or I was -- I</p> <p>13 was on vacation. So did I respond back to Sandy</p> <p>14 saying this balance is incorrect at that time? I</p> <p>15 don't know. I'd have to go back and look. If you're</p> <p>16 asking me do I contest that balance today, that A-Z</p> <p>17 owes Imperial 2,574,930.37, it's a yes.</p> <p>18 Q. Do you agree that that was the outstanding</p> <p>19 balance on March 15th, 2019?</p> <p>20 A. No, I don't agree.</p> <p>21 Q. Why?</p> <p>22 A. Because it probably does not include all the</p> <p>23 rebates, the credits, the offsets, the returned</p> <p>24 products, expired products, the discounts, that would</p> <p>25 include --</p>	<p>244</p> <p>1 A. Because we know --</p> <p>2 Q. -- that this number didn't include it?</p> <p>3 A. Because they haven't picked up the product</p> <p>4 yet. It's still sitting in my warehouse in shrink</p> <p>5 wrap on pallets, you know, black shrink wrap, and</p> <p>6 they're responsible for picking that up, and that's</p> <p>7 hundreds of thousands of dollars' worth of stuff. It</p> <p>8 doesn't -- not to mention the fact that they breached</p> <p>9 the contract, stopped shipping us that caused damage</p> <p>10 to our company, not to mention the fact that they</p> <p>11 didn't give me the discount per carton that I was</p> <p>12 promised to get. So if you take all of that, yeah, I</p> <p>13 do contest that amount with Imperial.</p> <p>14 Q. How much do you claim A-Z is entitled to in</p> <p>15 offsets?</p> <p>16 A. I don't know. I can't give you that number</p> <p>17 right now.</p> <p>18 Q. You understand that that number should have</p> <p>19 been already included in discovery responses as well</p> <p>20 as in your answer and should definitely be testified</p> <p>21 to at this time?</p> <p>22 A. No, because Harrison is the plaintiff in this</p> <p>23 case and we -- I can tell you for sure Harrison is</p> <p>24 owed zero dollars. If Imperial was the plaintiff, I</p> <p>25 certainly believe we would have done the accounting by</p>

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<p style="text-align: right;">245</p> <p>1 now and this case would have probably already settled 2 a long time ago. 3 Q. What evidence -- 4 A. Because -- 5 Q. -- do you have this number is correct? 6 A. Because we -- we would have just sat down and 7 done the accounting and talked to the principals over 8 there and said, hey, this is what we believe is owed 9 by you guys or this is what we believe is owed by us, 10 let's settle this thing and walk our separate ways. 11 Nobody said -- 12 MS. FINGER: Objection, nonresponsive. 13 Q. (By Ms. Finger) Mr. Ali, what evidence do 14 you have to support that this number calculated as of 15 March 2019 is inaccurate? 16 MR. HOLMAN: Asked -- objection, asked 17 and answered. 18 MS. FINGER: I haven't asked that 19 question yet, Mr. Holman. 20 Q. (By Ms. Finger) Mr. Ali, what evidence do 21 you have that you can present to me in this lawsuit 22 that this number is incorrect, evidence, not 23 allegations, that offsets have not been credited? 24 A. The pal -- 25 Q. What evidence do you have?</p>	<p style="text-align: right;">247</p> <p>1 Trading isn't the one suing me or A-Z. 2 Q. What amount do you contend A-Z is owed by 3 Imperial for offsets? 4 A. I don't have that exact number. 5 Q. How much do you contend A-Z is owed in 6 credits? 7 A. I don't have that exact number. 8 Q. What other credits are you referring to that 9 A-Z is supposedly owed? 10 A. Credits for the discount -- 11 MR. HOLMAN: Objection, form, asked and 12 answered. 13 MS. FINGER: I haven't asked that 14 question yet, Mr. Holman. 15 Q. (By Ms. Finger) You can answer, Mr. Ali. 16 A. Credits for the expired products? 17 Q. How are those different from offsets? 18 A. Offsets are something that is like we get 19 damaged goods right away, right, so that should be 20 offset off our invoice. Those are those smaller ones 21 that you see in that statement, the 50 bucks here, the 22 10 bucks here, whatever that is, right, those are the 23 smaller ones. 24 The credits are for expired goods and 25 then the credits are also for the discounts on the</p>
<p style="text-align: right;">246</p> <p>1 A. I've got pallets of product that is -- that 2 Imperial has to take back -- 3 Q. Why? 4 A. -- that's entire product. 5 Q. Why? 6 A. Because that was our agreement. 7 Q. When did you make that agreement? 8 A. That was our agreement from the very 9 beginning, that if we have any expired product, either 10 snuff, cigarettes don't sell, they credit us back 100 11 percent. We bought -- we bought 50 million dollars' 12 worth of stuff from Imperial and 50 million dollars' 13 worth of stuff from Harrison. After doing 100 million 14 dollars' worth of business, they're going to give me 15 credit for my 2 to 300,000 dollars' worth stuff that's 16 expired, right, that's just what they do because they 17 get 100 percent credit back from the manufacturer. 18 They go to Philip Morris and they say, 19 hey, these are old cigarettes, take them back. They 20 all get their tax money back. Philip Morris throws it 21 away, they all get their credit, and it's done. So it 22 doesn't cost Harrison or Imperial any money. 23 Q. What amount do you contend A-Z is owed in 24 offsets? 25 A. I don't know that number because Imperial</p>	<p style="text-align: right;">248</p> <p>1 price that Imperial was charging us that was a higher 2 rate, right, which some people refer to as rebate, 3 some people refer to as credit, but either way, 4 it's -- if they're charging me 60 bucks, but they 5 should be charging me 59.50, that credit is accruing, 6 right, and I'm supposed to get that credit at some 7 point. 8 Q. You can't tell me any of the amounts you 9 contend A-Z is owed in offsets or credits, can you? 10 A. Not sitting here right now, no. 11 (Exhibit No. 34 marked.) 12 Q. (By Ms. Finger) Let me show you what's been 13 marked as Exhibit 34. I'll represent to you that this 14 was a declaration of Sandy Zazulak filed in support of 15 summary judgment briefing by Harrison. Do you see 16 this document? 17 A. I do. 18 Q. Do you have any reason to believe that this 19 is not a true and accurate copy of the document that 20 Harrison filed with the court? 21 A. I have no reason to believe that that's not a 22 true and accurate copy of what was filed with the 23 court. 24 Q. If you can, please turn to paragraph 6 on 25 page 2.</p>

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1 A. Yep. 2 Q. Actually, we're going to skip ahead to -- 3 A. We should talk about paragraph 6 because it's 4 inaccurate, but -- 5 Q. How so? 6 A. Product Harrison sold and delivered to A-Z 7 Wholesalers, Inc. are identified by customer number 8 95750, and for those sold and delivered to Waco -- 9 its -- its Waco warehouse by customer number 95751, 10 those are not the customer numbers from Harrison. 11 Q. That's because you believe those are the 12 customer numbers for Imperial; is that right? 13 A. It's not that I believe. Facts are a 14 stubborn thing and the invoices are the best evidence. 15 Pull up a Harrison invoice, pull up an Imperial 16 invoice, and you will see that there are two separate 17 customer numbers for each respective warehouse; 18 further, the reason why I agree -- disagree is because 19 it says that product -- for products that were sold 20 and delivered to its Waco warehouse. Well, neither 21 Harrison nor Imperial actually ever delivered anything 22 to the Waco warehouse, so that is also inaccurate. It 23 was all delivered to Dallas. 24 The Harrison customer number that Dallas 25 had is 17501. The Harrison customer number that A-Z	249 1 is the first page? 2 A. I am there. 3 Q. Have you reviewed this document before? 4 A. The only time I've looked at this document 5 from what I recall was just a few days ago or a couple 6 days ago when my father was being deposed. 7 Q. Okay. You'll see at the top -- 8 A. Stop. You can ask me questions about this 9 all day long. This is an in-house made spreadsheet. 10 It's not a report, and so when it says warehouse, they 11 could write Bossier City, they could write Imperial 12 Bossier City, they could write Harrison. I mean, this 13 is just -- 14 MS. FINGER: Mr. Ali, I have not asked a 15 question. Objection, nonresponsive. There is no 16 question pending. 17 A. I understand that -- I understand that 18 you're, but -- 19 Q. (By Ms. Finger) Answer according to my 20 questions, Mr. Ali. 21 THE REPORTER: Wait, wait, wait. We've 22 got to go one at a time. We've got to go one at a 23 time. 24 A. No, I -- I get it. I get it, but it's 25 getting late in the day and this is --
250 1 Waco had was 17502. The customer number that A-Z had 2 with Imperial was 95750 and the Waco warehouse with 3 Imperial at 95751. So when Mister -- or when Sandy 4 testifies in an affidavit that Harrison sold this 5 product and delivered it by customer number 95750, 6 that should say product sold by Imperial, not by 7 Harrison. 8 Q. And your statement just now is based on the 9 invoices you received, correct? 10 A. Oh, it's based on more than just invoices, 11 but the invoices are just the best evidence. You 12 could throw those up and anybody can see that that's 13 completely false, that would just stop it. 14 Q. Mr. Ali, you never worked for Harrison, did 15 you? 16 A. No. 17 Q. How long did you work for Harrison's 18 accounting department? 19 A. I never worked for Harrison's accounting 20 department. 21 Q. If you can turn to Exhibit D of this 22 exhibit -- of this exhibit, please, yeah. So Exhibit 23 D of Sandy's declaration which is on page -- 24 A. D, I'm there. 25 Q. The label page is on 11 and then Exhibit 12	250 1 Q. (By Ms. Finger) I understand. If you want 2 to wrap this up quickly, Mr. Ali, if you want to wrap 3 this up quickly, I need you to answer my questions and 4 not testify as to a monologue that is nonresponsive to 5 any question that I have pending. Can we do that? 6 A. Yes, absolutely. 7 Q. At trial, your lawyer can ask you whatever 8 questions he wants so that you can give whatever 9 testimony you want, but right now it's my turn to ask 10 the questions that I need answers to, okay? 11 A. No, I -- I get it and I'm sure you have lots 12 of questions about this document because it's very 13 unusual. 14 Q. As you stated, this is an internal document 15 produced by Harrison or Imperial; is that correct? 16 A. Yeah, this is -- this is -- I wouldn't 17 even -- I wouldn't even classify it as an internal 18 document. I would classify this as a document 19 prepared to fit the conclusion that they're looking 20 for in this case. I didn't -- 21 Q. Is it your allegation that this document is 22 fabricated, Mr. Ali? 23 A. I -- I -- I would -- I would probably argue 24 it is because I guarantee you the other thousands of 25 customers that they have, they don't have Warehouse

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<p style="text-align: right;">257</p> <p>1 Q. I'm not talking about your damages, Mr. Ali. 2 Let's look at the top of this document. It's dated 3 June 1st, 2018. Do you see that in the center of the 4 first line? 5 A. No, I don't see that. 6 Q. The very top line of the first page of 7 Exhibit D, it says Month, Day, Century, and Year and 8 it's dated June 1st, 2018. Do you agree with that? 9 A. No, I don't. 10 Q. What are you looking at? We're on page 12 of 11 this exhibit which is page 1 of Exhibit D to Exhibit 12 34. We're still looking at the same spreadsheet and 13 in the center, it says Month, Day, Century, and Year, 14 and beneath it says 6-1-20 and 18. Do you see that? 15 A. I see that. 16 Q. Do you understand that that means the month 17 is 6, which is June, the day is 1, which is the 1st, 18 the century is 20, meaning the 2000s, and the year is 19 18, meaning June 1st, 2018? Do you understand that? 20 A. I understand that that's what this 21 spreadsheet says. 22 Q. That's what I asked. That's what it says, 23 correct? 24 A. That's what this spreadsheet says. 25 Q. And that's the date immediately after May</p>	<p style="text-align: right;">259</p> <p>1 Q. So from that date when you signed off on the 2 balance that you reviewed the invoices for and 3 confirmed with accuracy, this spreadsheet now goes 4 from the next day, June 2018, all the way through to 5 April 1st, 2019, and as you're scrolling through to 6 confirm my dates, I'll ask that you look in the column 7 on the right-hand side and see that, generally 8 speaking, this spreadsheet incorporates payments, 9 sales invoices, credit memos, nonsufficient fund 10 checks, et cetera. Do you see all that? 11 A. I see all that. 12 Q. Do you have any reason to dispute the line 13 items that are included in this spreadsheet? 14 A. Yes. 15 Q. Why? 16 A. Because these are -- these are not reflective 17 of all the credits and offsets. 18 Q. How do you know that those aren't in here? 19 A. Because I'm still sitting on a hundred or 20 200,000 dollars' worth of product that -- that still 21 needs to be credited. 22 Q. And you don't see any of that in here and you 23 claim that you're entitled to it? 24 A. No, because I'm still -- I'm still sitting on 25 it. The only stuff that's reflected in here is the</p>
<p style="text-align: right;">258</p> <p>1 31st, 2018, which is the date you signed the audit 2 letter agreeing to the balance at that time, correct? 3 A. Again, that's not what I testified to. I 4 agree -- I agreed that those invoices were accurate 5 and if you total up those invoices and you total up 6 the credits on those invoices that they -- you were 7 showing in that statement, that that total is 8 accurate. 9 Q. You didn't do that and total up those amounts 10 before you signed the document that said you agreed to 11 the balance? 12 A. I didn't have to because it was on the 13 statement. 14 Q. So you just signed the letter and agreed to 15 the outstanding balance as of May 31st, 2018; isn't 16 that right? 17 A. No. What we do is we go back and make sure 18 that those invoices are the actual invoices. 19 Q. And you did that, right? 20 A. Yeah, we check actual every invoice and say, 21 okay, did we get this invoice? Yes. Did we get this 22 invoice? Yes, yes, yes. Are these the credits that 23 have already been processed? Yes, yes, yes. Does 24 that end up being the total amount that's according to 25 this statement? Yes. That's what I'm signing off on.</p>	<p style="text-align: right;">260</p> <p>1 ones that they physically already picked up. 2 Q. But you can't tell me approximately how much 3 that offset would change these numbers, can you? 4 A. I can tell you it would probably be a couple 5 hundred thousand dollars just the expired goods, and 6 that's not including the rebates and the discounts, I 7 mean... 8 Q. In your answer -- 9 A. What -- 10 Q. -- and counterclaims, Mr. Ali -- 11 A. Ma'am, hang on. Can you tell me what exhibit 12 this is again? 13 Q. 34. 14 A. Plaintiff's 34? 15 Q. Correct. 16 A. Okay. Thanks. 17 Q. In A-Z's answer and counterclaims filed in 18 this case, to the extent there are any, how much do 19 you claim A-Z is owed in offsets? 20 A. Against Harrison, zero. Harrison doesn't owe 21 us any credits, offsets, anything. Imperial does. I 22 can't -- 23 Q. So you don't include any contest of the 24 amount that Harrison claims other than to say it's not 25 owed to Harrison, only to Imperial in your pleadings;</p>

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<p>261</p> <p>1 is that true?</p> <p>2 A. We don't have any counterclaims against</p> <p>3 Harrison because we don't owe Harrison any money in</p> <p>4 counterclaims.</p> <p>5 MR. BARKAT ALI: We don't owe.</p> <p>6 A. We don't owe them and they don't owe us.</p> <p>7 Harrison doesn't owe us anything. We don't owe</p> <p>8 Harrison anything. Like Harrison and A-Z are zero.</p> <p>9 It's Imperial and A-Z. Imperial owes us money and we</p> <p>10 potentially owe Imperial money, but if you count the</p> <p>11 damages, I don't know where we go.</p> <p>12 Q. If a jury disagrees with you, Mr. Ali, and</p> <p>13 finds that the balance is owed to Harrison, what</p> <p>14 amount do you claim is owed?</p> <p>15 MR. HOLMAN: Objection, calls for a</p> <p>16 hypothetical.</p> <p>17 Q. (By Ms. Finger) You can answer, Mr. Ali.</p> <p>18 A. Zero dollars.</p> <p>19 Q. How so?</p> <p>20 A. Because we don't owe Harrison any money.</p> <p>21 Q. If a jury disagrees with you and finds that</p> <p>22 the outstanding balance that A-Z was left with as of</p> <p>23 March 2019 or later and finds that the balance was</p> <p>24 owed to Harrison, what dollar amount do you contest</p> <p>25 A-Z owes?</p>	<p>263</p> <p>1 A. I can't answer that and I wouldn't try to</p> <p>2 answer that until we calculate all the offsets,</p> <p>3 credits, expired goods, send it all back, get all that</p> <p>4 stuff done, and then the damages that A-Z Wholesalers</p> <p>5 has incurred as a result of Imperial's breach of</p> <p>6 contract with A-Z Wholesalers, which is substantial.</p> <p>7 Q. And the only reason you haven't tried to</p> <p>8 calculate that amount is because you think Imperial</p> <p>9 should be a party to this lawsuit; is that right?</p> <p>10 MR. HOLMAN: Objection, form.</p> <p>11 Q. (By Ms. Finger) You can answer.</p> <p>12 A. Imperial -- Imperial should be the only</p> <p>13 plaintiff in this case.</p> <p>14 Q. And because they're not a plaintiff, is that</p> <p>15 why you haven't made any effort to calculate the</p> <p>16 amount that A-Z is owed or that Imperial is owed?</p> <p>17 A. It's not that I haven't made any effort.</p> <p>18 It's that that hasn't been something that we've been</p> <p>19 asked to do.</p> <p>20 Q. Who would ask you to do that?</p> <p>21 A. The plaintiff in this case and the</p> <p>22 plaintiff --</p> <p>23 Q. You don't have --</p> <p>24 A. -- is Imperial.</p> <p>25 Q. You don't have any internal accounting at A-Z</p>
<p>262</p> <p>1 A. To Harrison? The entire amount.</p> <p>2 Q. Which would be what?</p> <p>3 A. Whatever the jury found was owed by A-Z to</p> <p>4 Harrison. I would -- with all due respect to the</p> <p>5 jury, I have to say that the jury verdict is</p> <p>6 completely wrong because A-Z Wholesalers, Inc., and</p> <p>7 I'll -- you know, I'll die, I'll go to my grave</p> <p>8 knowing this, doesn't owe Harrison a penny, and</p> <p>9 Harrison doesn't owe A-Z Wholesale a penny. The</p> <p>10 fight, the dispute is between Imperial and A-Z</p> <p>11 Wholesale.</p> <p>12 Q. And how much does A-Z owe Imperial?</p> <p>13 A. I can't tell you sitting here right now what</p> <p>14 that amount is.</p> <p>15 Q. Can you guess?</p> <p>16 A. No, I don't want to guess. Why would I --</p> <p>17 MR. HOLMAN: Objection, asked and</p> <p>18 answered about 20 different ways. We need to move on.</p> <p>19 MS. FINGER: Mr. Holman, respectfully, I</p> <p>20 would ask that you to keep your objections according</p> <p>21 to the rules.</p> <p>22 Q. (By Ms. Finger) And, Mr. Ali, I will ask you</p> <p>23 how much you contend A-Z owes to Imperial.</p> <p>24 A. I -- I can't give you that amount.</p> <p>25 Q. Is it more than \$1 million?</p>	<p>264</p> <p>1 that reflects how much you owe to another company?</p> <p>2 A. I'm fairly certain that we could very quickly</p> <p>3 put together a spreadsheet that would account for all</p> <p>4 the payment, credits, offsets, rebates, discounts, and</p> <p>5 then I could give you a ballpark number on the damages</p> <p>6 that we've incurred as a result of Imperial's breach</p> <p>7 of contract with A-Z Wholesalers, Inc.</p> <p>8 Q. You haven't produced any documents in this</p> <p>9 case that reflect any calculation by A-Z of the</p> <p>10 amounts owed, right?</p> <p>11 A. I don't know if I have or have not. If it</p> <p>12 wasn't a production request, which it couldn't have</p> <p>13 been because Imperial hasn't asked for any, but I can</p> <p>14 tell you with Harrison, since they're the plaintiff,</p> <p>15 it's zero. Doesn't take much to calculate that. It's</p> <p>16 zero dollars.</p> <p>17 MS. FINGER: Objection, nonresponsive.</p> <p>18 Q. (By Ms. Finger) Have you produced any</p> <p>19 document in this litigation that reflects an</p> <p>20 accounting of the amount that A-Z owes to Harrison or</p> <p>21 Imperial?</p> <p>22 A. Yes. Well, to Harrison, yes, it's zero.</p> <p>23 Q. What document have you produced that shows</p> <p>24 that?</p> <p>25 A. I mean, just the -- just the payment</p>

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<p>265</p> <p>1 documents that you have up here show that. I don't 2 know -- I don't know exactly what we've produced. I 3 think we've produced all our checks and everything 4 that we've made, payments that we've made, those show 5 that.</p> <p>6 Q. It's your position that the spreadsheet in front of you 7 reflects that A-Z doesn't owe Harrison anything even though it 8 reflects an outstanding balance?</p> <p>10 A. Okay. So the spreadsheet in front of me 11 definitely says that I don't owe Harrison anything 12 because this is not a Harrison spreadsheet. This is 13 Imperial. This money is owed to Imperial is what this 14 spreadsheet says. I don't agree with that amount, but 15 that's an Imperial spreadsheet, not a Harrison 16 spreadsheet. The Harrison spreadsheet should say zero 17 because Harrison was paid off in 2015 around June or 18 July. Whatever that \$2.1 million balance was that was 19 started on March 2015 was paid off seven or eight 20 weeks later.</p> <p>21 So it doesn't take a spreadsheet to 22 figure that one out. It's zero dollars.</p> <p>23 (Exhibit No. 38 marked.)</p> <p>24 Q. (By Ms. Finger) I'm going to show you what's 25 been marked as Exhibit 38. Can you confirm that this</p>	<p>267</p> <p>1 Q. I want to go down now to paragraph 32. It 2 says, "Plaintiff's claims are barred, in whole or in 3 part, due to accord and satisfaction because the 4 parties modified their payment terms as to arrearages 5 and Defendant A-Z was performing in satisfaction of 6 the modified terms."</p> <p>7 Do you see that?</p> <p>8 A. I do.</p> <p>9 Q. Who are the parties that the defendants refer 10 to in this sentence?</p> <p>11 A. I don't know, but I'm assuming it would be 12 plaintiff and defendant.</p> <p>13 Q. When did Harrison and A-Z modify their 14 payment terms as to arrearages?</p> <p>15 A. At several points during the four-year 16 relationship that we had with Harrison beginning in 17 March of 2011 to March of 2015.</p> <p>18 Q. How many times were those payment terms 19 modified?</p> <p>20 A. I don't know.</p> <p>21 Q. How were they modified?</p> <p>22 A. Same way that we've modified other terms of 23 our agreement, through conversation, through e-mails, 24 through other means of communication and 25 correspondence, through our actions.</p>
<p>266</p> <p>1 is a copy of Defendants' First Amended Answer to 2 Plaintiff's Original Complaint filed in this case?</p> <p>3 A. Yeah, it looks like a file marked copy, so 4 I'm assuming that this is defendants' answer.</p> <p>5 Q. If you can turn to page 4, I want to look at 6 paragraph 27 that runs into page 5.</p> <p>7 A. Okay.</p> <p>8 Q. And on page 5, this paragraph states, 9 "Harrison was not a party to any transaction involving 10 any of the claims it has asserted."</p> <p>11 Did I read that correctly?</p> <p>12 A. Yes, you did.</p> <p>13 Q. You understand Harrison is filing for breach 14 of the credit agreement between Harrison and A-Z, 15 correct?</p> <p>16 A. No, I don't agree with that.</p> <p>17 Q. What is your personal knowledge of Harrison's 18 theory of this case? Do you represent Harrison, 19 Mr. Ali?</p> <p>20 A. No, I don't.</p> <p>21 Q. Do you work for Harrison, Mr. Ali?</p> <p>22 A. No, ma'am.</p> <p>23 Q. Do you agree that Harrison is a party to the 24 credit agreement dated March 11th, 2011?</p> <p>25 A. Yes.</p>	<p>268</p> <p>1 Q. Mr. Ali, as a lawyer, isn't it your 2 understanding that best practice would be to put any 3 agreement into writing?</p> <p>4 A. Not really when you're -- not in -- I mean, 5 in this situation, that's not a best practice.</p> <p>6 Q. You're a lawyer, though, right?</p> <p>7 A. Yeah, sure, but it's not a best practice 8 because every time -- I mean, every time -- every time 9 a price changes, we don't put it in writing and say, 10 hey, this is going to be the price change, we're going 11 to buy it for this much, we're going to do that. I 12 mean, this is a -- this -- this is a relationship and 13 so it's like any other relationship where, you know, 14 if I tell my wife, hey, we're going to go have Chinese 15 food for dinner and we -- I say, we're going to Jeng 16 Chi in Richardson, I don't put that in writing with my 17 wife.</p> <p>18 Q. That is not a hundreds of thousands of 19 dollars' worth of an agreement, though, right?</p> <p>20 A. No, we're talking millions of dollars and 21 that's why the relationship here is -- was like a 22 marriage, right? It was such a close relationship 23 that we could pick up the phone and say, hey, I need 24 20 cents off on Marlboros for the next six weeks 25 because I'm going to be selling it in my marketing</p>

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<p>1 lawyer entered those -- that agreement with new 2 terms? 3 A. Well, so there's -- there's parties, so there 4 could be A-Z Wholesalers, Inc., there could be 5 Harrison Company, there could be Imperial, there could 6 be Barkat Ali. I mean, there's -- you could have 7 certain parties, if that's what it said. 8 Specifically as to the doctrine of 9 unconscionability, which parties are being referenced, 10 I'm not really sure, but I can tell you it's certainly 11 unconscionable what Harrison is doing by suing in this 12 lawsuit, and as far as I'm concerned -- 13 MS. FINGER: Mr. Ali -- 14 A. -- I'm concerned -- 15 MS. FINGER: Objection, nonresponsive. 16 A. -- Imperial is also -- Imperial is also being 17 unconscionable if they're trying to use Harrison to 18 keep that -- that personal guaranty in place, and 19 that's the reason why Harrison is suing is because 20 there's a personal guaranty with Harrison, but there's 21 no money owed with Harrison. 22 MS. FINGER: Objection, nonresponsive. 23 Q. (By Ms. Finger) Mr. Ali, there is no 24 agreement that you can point to -- 25 THE REPORTER: Wait, wait, wait --</p>	<p>281</p> <p>1 A. I know, but I'm just saying you can't say -- 2 you can't go to the court and be like I've been 3 obstructing. I've been answering all your questions 4 throughout -- 5 Q. Mr. Ali -- 6 A. -- the seven hours. 7 MS. FINGER: Objection, nonresponsive, 8 and I have not gotten my full seven hours because I 9 cannot get answers to my questions this way. 10 A. In the last 15 minutes, I disagree with your 11 question over here because I can't tell you who the 12 parties are and I don't know the doctrine of 13 unconscionability by heart, but by Monday we'll all 14 have the answer, so let's just wait until Monday. 15 Q. (By Ms. Finger) I understand that you intend 16 to file a motion -- file your response with the court 17 on Monday. Sitting here today, in your affirmative 18 defenses, you cannot tell me who the parties are that 19 you are referring to in each of these; is that true? 20 A. I can't answer that question right now, 21 that's correct. 22 Q. Thank you. 23 MS. FINGER: Let's go off the record 24 right now. Wayne, I don't know if I have any time 25 left, but to the extent I do, let me just make sure I</p> <p>283</p>
<p>1 A. There is not -- 2 THE REPORTER: -- we have to go one at a 3 time. 4 Q. Mr. Ali -- 5 A. -- did a personal guaranty because we did -- 6 we refused to give a personal guaranty to Imperial. 7 They tried several times, including the last document 8 that you threw up there which -- 9 Q. Mr. Ali -- 10 A. -- and we refused to do that. And so the -- 11 the end around -- the end around is, hey, let's just 12 use Harrison and say this is Harrison's debt when it's 13 not. We all know that. You even know that. You're a 14 good lawyer. You get it. 15 MS. FINGER: Mr. Ali, objection, 16 nonresponsive. 17 The court reporter cannot take down what 18 we're all saying when we talk over each other. I will 19 ask that you keep your testimony in response to my 20 question so that I do not have to file a motion with 21 this court requesting more time to further this 22 deposition to remedy the obstruction that you're 23 causing to my deposition. 24 A. I -- look, I'm -- 25 Q. Mr. Ali, I have not asked a question.</p>	<p>282</p> <p>1 don't have anything else to throw on the record to the 2 extent I can before we wrap up. 3 THE VIDEOGRAPHER: Sure. 4 Mr. Holman, you agree? 5 MR. HOLMAN: I -- yeah, I do have a brief 6 redirect. 7 THE VIDEOGRAPHER: Off the -- well, do 8 you agree to go off the record? 9 MR. HOLMAN: Yes. 10 THE VIDEOGRAPHER: Off the record; the 11 time is 6:28 p.m. 12 (Recess 6:28-6:39.) 13 THE VIDEOGRAPHER: Back on the record; 14 the time is 6:39 p.m. 15 MS. FINGER: I will pass the witness. 16 THE WITNESS: I know I'm still under 17 oath. 18 MR. HOLMAN: I'm sorry, Anna, did you 19 pass? 20 MS. FINGER: Yes, sir. 21 MR. HOLMAN: Okay. Thank you. 22 EXAMINATION 23 BY MR. HOLMAN: 24 Q. Mr. Ali, you were asked earlier about your 25 understanding of Harrison's theory of the case, do you</p> <p>284</p>

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<p>1 recall that?</p> <p>2 A. Yes.</p> <p>3 Q. And it was brought up that there were two</p> <p>4 causes of action, one for breach of contract and the</p> <p>5 other one for suit on Ali's guaranty; do you recall</p> <p>6 that?</p> <p>7 A. Yes.</p> <p>8 Q. All right. I want to represent this -- this</p> <p>9 is the actual language from the complaint filed where</p> <p>10 it says that the credit agreement is a valid and</p> <p>11 enforceable contract. Harrison has performed all</p> <p>12 conditions precedent, covenants and promises required</p> <p>13 of it pursuant to the credit agreement.</p> <p>14 Then it goes on to state in paragraph 18</p> <p>15 that A-Z breached a credit agreement by failing to pay</p> <p>16 the amounts due and owing.</p> <p>17 Is it your understanding that when we</p> <p>18 mentioned that there was no invoices that were due,</p> <p>19 that there was no breach of contract, that those</p> <p>20 relate to the actual invoices that they are</p> <p>21 referencing in paragraph 18?</p> <p>22 MS. FINGER: Objection, form.</p> <p>23 A. That is --</p> <p>24 Q. (By Mr. Holman) Would you agree that when it</p> <p>25 says A-Z breached the credit agreement by failing to</p>	<p>1 pulled up what was Plaintiff's Exhibit Number 6. This</p> <p>2 was your RFA response to question number 3, and there</p> <p>3 was some discussion regarding the second sentence</p> <p>4 where it says that "Deny that any of the products</p> <p>5 forming the basis of Harrison's lawsuit were ordered</p> <p>6 from Harrison," and then you went on to say it was</p> <p>7 contested, that there were no products that are being</p> <p>8 sued on. But is -- is it your understanding that</p> <p>9 there are certain invoices that would relate back to</p> <p>10 any products that would have been sold by Harrison or</p> <p>11 Imperial; is that correct?</p> <p>12 MS. FINGER: Objection, leading.</p> <p>13 Q. (By Mr. Holman) Let me -- let me restate.</p> <p>14 Where it says here products, are there</p> <p>15 any associated invoices that if there were products,</p> <p>16 there would be invoices associated with that?</p> <p>17 MS. FINGER: Objection, form.</p> <p>18 Q. (By Mr. Holman) You can answer.</p> <p>19 A. Yes, there would -- there would be invoices.</p> <p>20 Q. Is it -- is it your understanding that there</p> <p>21 are no Harrison invoices for the relevant period that</p> <p>22 are the basis of this suit?</p> <p>23 A. That's correct.</p> <p>24 Q. Okay.</p> <p>25 MR. HOLMAN: Anna, if you could you pull</p>
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	<p>1 pay the amounts due and owing, if any, what amounts</p> <p>2 would be due and owing?</p> <p>3 A. Zero dollars.</p> <p>4 Q. And if there were any, they would be</p> <p>5 represented by invoices; is that correct?</p> <p>6 MS. FINGER: Objection, form.</p> <p>7 A. That is correct.</p> <p>8 MR. HOLMAN: All right. Let's go on</p> <p>9 to -- and, Anna, I'm going to ask your help with this,</p> <p>10 this was in -- you pulled up RFA No. 3? I don't have</p> <p>11 the exhibit number, but it was the response to RFA No.</p> <p>12 3.</p> <p>13 MS. FINGER: Exhibit 6.</p> <p>14 MR. HOLMAN: Okay.</p> <p>15 THE WITNESS: Hey, can you guys hang on?</p> <p>16 I think I just got a family emergency. I just got a</p> <p>17 text message from my cousin and it said 911, so we've</p> <p>18 got to stop for a second, please.</p> <p>19 MR. HOLMAN: Okay.</p> <p>20 THE VIDEOGRAPHER: Off the record; the</p> <p>21 time is approximately 6:42 p.m.</p> <p>22 (Recess 6:42-6:45.)</p> <p>23 THE VIDEOGRAPHER: Back on the record;</p> <p>24 the time is 6:45 p.m.</p> <p>25 Q. (By Mr. Holman) Mr. Ali, we -- we have</p> <p>1 up your Exhibit 14, I believe that was the affidavit</p> <p>2 of Mr. Ali.</p> <p>3 THE WITNESS: He's putting you to work,</p> <p>4 huh, Ms. Finger?</p> <p>5 Q. (By Mr. Holman) Thank you. And let's go</p> <p>6 down to paragraph 3.</p> <p>7 A. Yes.</p> <p>8 Q. And you previously testified that that was a</p> <p>9 typo where it says September 1, 2008?</p> <p>10 A. That's correct.</p> <p>11 MS. FINGER: Objection.</p> <p>12 Q. (By Mr. Holman) Is that correct?</p> <p>13 A. That's correct.</p> <p>14 MS. FINGER: Objection, mischaracterizes</p> <p>15 prior testimony.</p> <p>16 Q. (By Mr. Holman) Okay. Mr. Ali, does</p> <p>17 September 1, 2018 have any relevance to you?</p> <p>18 A. No.</p> <p>19 Q. Does September 1, 2014 have any relevance?</p> <p>20 A. Yes.</p> <p>21 Q. And what would that date be?</p> <p>22 A. That date would be the date that Imperial</p> <p>23 acquired Harrison.</p> <p>24 Q. Okay. Thank you.</p> <p>25 MR. HOLMAN: Anna, can you bring up</p>

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<p>1 your -- I have the Bates number. It's Harrison 2 005748.</p> <p>3 MS. FINGER: It's plaintiff's Exhibit 18.</p> <p>4 MR. HOLMAN: I believe there was a 5 subsequent attachment.</p> <p>6 MS. FINGER: Not to this exhibit, no.</p> <p>7 MR. HOLMAN: Hold on just one second.</p> <p>8 Here we go. I -- I see it.</p> <p>9 Q. (By Mr. Holman) If you look down at the one, 10 two, three, four, five, six, the sixth paragraph where 11 it says "I think." Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Can you read that sentence?</p> <p>14 A. It says, "I think this system will help the 15 accounting method A to Z needs per Barkat and will 16 suffice the needs of Imperial to continue supplying 17 our customer."</p> <p>18 Q. And so from that, who -- from your 19 perspective, who was supplying you?</p> <p>20 A. Imperial.</p> <p>21 Q. Okay.</p> <p>22 MR. HOLMAN: Can you bring up Exhibit 31, 23 please?</p> <p>24 Q. (By Mr. Holman) This was the audit letter 25 and whose letterhead is the audit letter on?</p>	<p>291</p> <p>1 correspondence.</p> <p>2 Q. So are -- are you aware of any e-mails that 3 would constitute a writing that would form the basis 4 of a modification that -- that had been discussed?</p> <p>5 A. Sure, there's -- there's several of those.</p> <p>6 Q. Okay. So when we say modification by a 7 writing, it not only references promissory notes that 8 have an execution, but also the e-mail and text 9 message correspondence; is that correct?</p> <p>10 A. That's correct.</p> <p>11 MS. FINGER: Objection, form.</p> <p>12 A. That's correct.</p> <p>13 MR. HOLMAN: I'll pass.</p> <p>14 EXAMINATION</p> <p>15 BY MS. FINGER:</p> <p>16 Q. I just want to take one more look, Mr. Ali, 17 at your declaration, which was Exhibit 14. Again, 18 we're talking about paragraph 3 on page 2; do you see 19 that?</p> <p>20 A. Yes, ma'am.</p> <p>21 Q. And is it your testimony that this first 22 sentence should say on September 1st, 2014 instead of 23 2018?</p> <p>24 A. Yes.</p> <p>25 Q. In September of 2014, A-Z was still receiving</p>
<p>290</p> <p>1 A. Imperial.</p> <p>2 Q. And who signed the audit letter?</p> <p>3 A. Brad Prendergast as -- for -- on behalf of 4 Imperial Trading Company, LLC.</p> <p>5 Q. So when you signed that, was it your 6 understanding that you were acknowledging invoices 7 owed to Imperial?</p> <p>8 A. Yes.</p> <p>9 Q. At that time when you acknowledged the -- the 10 audit letter, had you contemplated any offsets, 11 setoffs, rebates? Is that included in that figure?</p> <p>12 A. No.</p> <p>13 Q. Mr. Ali, your prior testimony was that also 14 that none of the modifications were in writing, is 15 that correct?</p> <p>16 A. Well --</p> <p>17 Q. You know that -- that many of the 18 modifications were not in writing?</p> <p>19 A. That's correct, but what I -- what I meant 20 with that, and I'm glad you bring that up and I think 21 Ms. Finger and I talked about that early in my 22 deposition, when she was stating writing -- I was 23 trying to clarify if it was writing and executed, 24 right, where it was actually physically signed or in 25 writing, i.e., like an e-mail or some other</p>	<p>292</p> <p>1 invoices from Harrison; is that right?</p> <p>2 A. Yes.</p> <p>3 Q. A-Z was also still placing orders with 4 Harrison at that time, right?</p> <p>5 A. Yes.</p> <p>6 Q. You just testified in response to 7 Mr. Holman's question that there are e-mails and text 8 messages that comprise an agreement between A-Z and 9 Imperial; is that right?</p> <p>10 A. That's not exactly what I testified to.</p> <p>11 Q. Can you clarify?</p> <p>12 A. I said that there would be e-mails and text 13 messages, other correspondence that's in writing that 14 would make up, you know, a modification of our 15 agreement.</p> <p>16 Q. If you had to tell a stranger what your 17 agreement was with Imperial, how would you do that?</p> <p>18 A. With Imperial?</p> <p>19 Q. Yes.</p> <p>20 A. I would say that our agreement with Imperial 21 was that we continue to buy product from them, they 22 continue to ship product to us, they continue to 23 accept all returns, expired goods, give us credits and 24 offsets. We continue to pay and reduce our overall 25 balance with Imperial, no personal guarantees, either</p>

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<p>293</p> <p>1 from Barkat or from Amar, as long as they continue to 2 ship and we continue to pay, the relationship would 3 continue and that we would continue to be good, strong 4 partners. That's sort of the -- that's sort of the 5 summary after seven hours of doing this. I'm sure I 6 could be more succinct when I'm bright-eyed and bushy 7 tailed in the morning.</p> <p>8 Q. What documents would you show just for a 9 description of A-Z's agreement with Imperial?</p> <p>10 A. I'd probably show e-mails, text messages, the 11 invoices from Imperial, the statements that we 12 received on a weekly basis, not that spreadsheet, but 13 the actual statements from Imperial, other 14 correspondence, and then I -- I would probably also 15 show other documents that were not executed 16 intentionally like that agreement that Mr. Baquet said 17 in September of 2018 that we refused to sign or a 18 credit agreement that Imperial tried to get us to sign 19 that we refused to sign.</p> <p>20 Q. So just to describe the terms that govern the 21 relationship between A-Z and Imperial, how many 22 documents would you show?</p> <p>23 A. I mean, it depends on how many invoices we 24 have because each one of those is a contract in my 25 opinion because we're -- we're buying and if they</p>	<p>1 did -- like I said, I made some preparation. I did a 2 little bit of preparation. I know the case well 3 enough to where I felt I could accurately respond, 4 but, you know, in any -- in any context, there were 5 some questions that you raised that I would like to 6 revisit and look at and make sure that I've got a very 7 succinct answer so that we can get beyond that and 8 narrow the issues for trial even better.</p> <p>9 Q. When will you get these succinct answers?</p> <p>10 A. Certainly before trial.</p> <p>11 Q. You understand that the purpose of this 12 deposition is so that we don't have any surprises at 13 trial as to the questions that I'm asking, right?</p> <p>14 A. I mean, I don't think there's going to be any 15 surprises from our side. We produced everything we 16 could possibly produce. I think -- I think you have a 17 very clear understanding of what our legal position 18 is. I've tried to make it very clear.</p> <p>19 MS. FINGER: Objection, nonresponsive.</p> <p>20 Q. (By Ms. Finger) You haven't told me, though, 21 which e-mails and exhibits you contest comprise the 22 agreement between A-Z and Imperial, right? You can't 23 connect them for me sitting here today, can you?</p> <p>24 A. I -- I can't tell you that right now. I can 25 tell you what -- I mean, I can -- I can tell you that</p>
<p>294</p> <p>1 deliver, then we pay, but there would be other 2 documents, and, again, it's a -- it's a very good 3 question. I would probably need to give it some more 4 thought and get my head around it and jot down all the 5 points of what I believe the agreement was with 6 Imperial, but those are just some of the highlights.</p> <p>7 Q. You didn't prepare any of that in preparation 8 for your deposition testimony today on the topics that 9 were listed in your Notice of Deposition as the 10 corporate representative; is that right?</p> <p>11 A. Did I prepare any what?</p> <p>12 Q. Did you pull together any of these e-mails or 13 text messages or other written documents that you just 14 said you would show to prove the agreement between A-Z 15 and Imperial?</p> <p>16 MR. HOLMAN: Objection. They've been 17 produced.</p> <p>18 MS. FINGER: That's not what my question 19 was.</p> <p>20 Q. (By Ms. Finger) Go ahead.</p> <p>21 A. Yeah, did I -- did I revisit the items that 22 were produced and kind of put them together in a 23 succinct and chronological manner to potentially 24 respond to a question that may come up in seven hours 25 with all the production, no. I did -- you know, I</p>	<p>296</p> <p>1 my focus obviously in preparation for this deposition 2 is to -- to look at Harrison and so I spent a little 3 more time with Harrison than I did with Imperial since 4 Harrison is the plaintiff in this case.</p> <p>5 Q. You also haven't pointed me today to any 6 document, e-mail, or text that shows in writing how 7 any terms were modified were terminated with Harrison; 8 is that true?</p> <p>9 A. I have not pointed you to any specific 10 e-mails, but you have all my e-mails that I was able 11 to produce and I am confident that those e-mails are 12 reflective of the written modifications -- or some of 13 the written modifications in relation to the plaintiff 14 or in relation to Imperial, for that matter.</p> <p>15 Q. And at trial, do you plan to connect those 16 dots and testify as to which e-mails and texts 17 comprise any modification to the agreement between A-Z 18 and Harrison?</p> <p>19 A. I anticipate I will be more prepared for 20 trial than I was for the deposition, and since you've 21 asked me these questions, I actually kind of took some 22 notes and so my job would be to specifically look into 23 those and -- and get more succinct answers that I 24 think a jury or a judge, fact finder could understand.</p> <p>25 MS. FINGER: I have no further questions.</p>

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<p>1 Mr. Holman, are we good to go off the 2 record?</p> <p>3 MR. HOLMAN: We're good to go.</p> <p>4 THE VIDEOGRAPHER: All Right. Counsel, 5 pursuant to the Federal Rules, are there any other 6 agreements or stipulations pertaining to the 7 transcript, exhibits, or other pertinent matters?</p> <p>8 MS. FINGER: Actually, while we're still 9 on the record, I would like to request that any notes 10 Mr. Ali has taken during this deposition be produced 11 in this litigation.</p> <p>12 MR. HOLMAN: We would object.</p> <p>13 MS. FINGER: On what grounds?</p> <p>14 MR. HOLMAN: They're his private notes. 15 We haven't had a chance to review it. Potentially 16 there might be some privileged note taking. It's his 17 personal recollection -- his personal notes. It might 18 be privileged.</p> <p>19 MS. FINGER: Were any of the notes 20 derived from communications with his attorney?</p> <p>21 MR. HOLMAN: May be. We -- I don't know. 22 I haven't been able to review his notes.</p> <p>23 MS. FINGER: Let me clarify that we are 24 asking for unprivileged notes that Mr. Ali has taken 25 during his deposition which he just mentioned in</p>	<p>297</p> <p>1 CHANGES AND SIGNATURE. 2 WITNESS NAME: AMAR ALI JANUARY 7, 2021 3 PAGE LINE CHANGE REASON 4 _____ 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____ 16 _____ 17 _____ 18 _____ 19 _____ 20 _____ 21 _____ 22 _____ 23 _____ 24 _____ 25 _____</p> <p>298</p> <p>1 response to his last question that relate to the 2 succinct answers he will be able to provide in the 3 response to the questions that I asked today that he 4 could not answer.</p> <p>5 MR. HOLMAN: We'll take that under 6 advisement.</p> <p>7 THE VIDEOGRAPHER: This marks the 8 conclusion of the videoconference deposition. We're 9 going off the record at 7:02 p.m.</p> <p>10 (Deposition concluded at 7:02 p.m.)</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>299</p> <p>300</p> <p>1 I, AMAR ALI, have read the foregoing 2 deposition and hereby affix my signature that same is 3 true and correct, except as noted above. 4 5 _____ 6 7 8 9 10 THE STATE OF _____ 11 COUNTY OF _____ 12 Before me, _____, on this 13 day personally appeared AMAR ALI known to me (or 14 proved to me under oath or through _____) 15 (description of identity card or other document) to be 16 the person whose name is subscribed to the foregoing 17 instrument and acknowledged to me that they executed 18 the same for the purposes and consideration therein 19 expressed. 20 Given under my hand and seal of office this 21 _____ day of _____, 2021. 22 23 NOTARY PUBLIC IN AND FOR 24 THE STATE OF _____ 25 My commission expires: _____</p>
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1 STATE OF TEXAS)
2 COUNTY OF DALLAS)
3 I, Kim M. Dickman, Certified Shorthand
4 Reporter, in and for the State of Texas, certify that
5 the foregoing deposition of AMAR ALI was reported
6 stenographically by me at the time and place
7 indicated, said witness having been placed under oath
8 by me; that review was requested pursuant to Federal
9 Rules of Civil Procedure 30(e)(1); and that the
10 deposition is a true record of the testimony given by
11 the witness.

12 I further certify that I am neither counsel
13 for nor related to any party in this cause and am not
14 financially interested in its outcome.

15 Given under my hand on this the 11th day of
16 January, 2021.

17 
18 Kim M. Dickman, Certified
Shorthand Reporter No. 2181
19 in and for the State of Texas
Dickman Davenport, Inc.
20 Firm Certification No. 312
4228 North Central Expressway
21 Suite 101, Dallas, Texas 75206
(214) 855-5100 (800) 445-9548
22 www.dickmandavenport.com
e-mail: kd@ dickmandavenport.com
23 My commission expires 4-30-21
24 TIME USED BY THE PARTIES:
Ms. Anna K. Finger: 7 hours, 3 minutes
25 Mr. Guy Harvey Holman: 9 minutes